economic principle to take into account the actual outcome of the trial, of which all the parties were necessarily ignorant at the time of the representation. Thus in contracts the loss of an invalid claim has been held to be detriment. *Callisher* v. *Bischoffsheim*, L. R. 5 Q. B. 449. As there is, then, a certain loss, independent of the validity of the claim, the better rule today leaves to the jury the question as to its amount. *Wakeman* v. *Wheeler, etc. Co.*, 101 N. Y. 205, 4 N. E. 264. The evidence required by the lower court would seem sufficient to make this problem an easy one. Furthermore, if the upper court's decision is accepted, such a misrepresentation as this could in no case involve loss to the guilty party, while it would gain for him at least a delay in the prosecution of the suit against him.

EASEMENTS — MODES OF ACQUISITION — PAROL LICENSE ACTED ON. — The defendant orally agreed that a way should be opened across his land to give access to the public highway, which the plaintiff should have the right to use in common with the defendant and others as long as the defendant should live or own the land, if the plaintiff would build and keep in repair a necessary bridge. This the plaintiff did, and with the defendant used the road until the latter obstructed it with a fence. *Held*, that the defendant should be enjoined from obstructing the way. *Arbaugh* v. *Alexander*, 132 N. W. 179 (Ia.).

Under a parol license from the owner, the plaintiff telephone company erected a pole and wires on property, which, after two years, was acquired by the defendant railway company for its right of way. The plaintiff sues for damages for the cost of removing the wires from the pole and conducting them underground across the right of way at the request of the defendant. *Held*, that, since the license executed by the expenditure of money and labor has become irrevocable and, as an easement, is a burden on the estate in the hands of the defendant, the plaintiff should recover. *Indianapolis & C. Traction Co.* v. *Arlington Tel. Co.*, 95 N. E. 280 (Ind.).

These cases illustrate the confusion in the law over parol licenses and parol agreements to grant an easement. *Mine La Motte, etc. Co.* v. *White*, 106 Mo. App. 222, 80 S. W. 356. Considerable authority apparently holds that an executed parol license is irrevocable. *Clark* v. *Glidden*, 60 Vt. 702, 15 Atl. 358; *Brantley* v. *Perry*, 120 Ga. 760, 48 S. E. 332. But the weight of authority is believed to be *contra*. *Hodgkins* v. *Farrington*, 150 Mass. 19, 22 N. E. 73; *Crosdale* v. *Lanigan*, 129 N. Y. 604, 29 N. E. 824. Many of the cases might have been put on the ground of enforcement in equity of parol agreements within the statute of frauds. *Pope* v. *Henry*, 24 Vt. 560; *Munsch* v. *Stelter*, 109 Minn. 403, 124 N. W. 14. Thus numerous cases deny relief because the agreement was too indefinite or the part performance insufficient. *Cronkhite* v. *Cronkhite*, 94 N. Y. 323; *Thoemke* v. *Fiedler*, 91 Wis. 386. Under these tests the Iowa case is well supported. *Flickinger* v. *Shaw*, 87 Cal. 126, 25 Pac. 268; *Van Horn* v. *Clark*, 56 N. J. Eq. 476, 40 Atl. 203. The Indiana case is distinguishable by the absence of a contract. See 13 HARV. L. REV. 54. It has been declared in cases involving parol gifts of land that without any contract jurisdiction exists to restrain unconscionable revocation resulting in irreparable injury. *Freeman* v. *Freeman*, 43 N. Y. 34; *Seavey* v. *Drake*, 62 N. H. 393. The application of this to parol licenses is usually met by the difficulty of finding in a mere permission any assurance of permanent enjoyment. *St. Louis National Stock Yards* v. *Wiggins Ferry Co.*, 112 Ill. 384; *Minneapolis Mill Co.* v. *Minneapolis & St. L. Ry. Co.*, 51 Minn. 304, 53 N. W. 639. It has been said that it must be implied from the nature of any license which requires a large and inherently permanent expenditure for its enjoyment. *Cook* v. *Pridgen*, 45 Ga. 331; *Decorah Woolen Mill Co.* v. *Greer*, 49 Ia. 490. But the facts of the Indiana case do not bring it within this doctrine.